

EXHIBIT 1



REPUBLIC OF GHANA
WRIT OF SUMMONS
(Order 2 rule 3(1))

WRIT ISSUED FROM 25-8-2019 SUIT NO. CM/RPC/1218/2019

IN THE HIGH COURT OF JUSTICE
COMMERCIAL COURT
ACCRA A.D. 2019

BETWEEN

MAVIS AMANPENE – SEKYERE
H/NO. 1 INDIAN OCEAN STREET
SOUTH-LEGN
ACCRA

3000039208

VRS

GOLD COAST FUND MANAGEMENT LIMITED
H/NO.5 MOZAMBIQUE LINK
DEFENDANT

ADJACENT COCONUT GROVE REGENCY
OPPOSITE ROYAL NETHERLANDS EMBASSY
AKO ADJEI INTERCHANGE, ACCRA.



To

AN ACTION having been commenced against you by the issue of this Writ by the above-named plaintiff **MAVIS AMANPENE – SEKYERE**

YOU ARE HEREBY **COMMANDED** that within EIGHT DAYS after service of this Writ on you inclusive of the day of service you do cause an appearance to be entered for you.

GOLD COAST FUND MANAGEMENT LIMITED

HIGH COURT
AND TAKE NOTICE that in default of your so doing, judgment may be given in your absence without further notice to you.

Dated this 26th day of AUGUST 2019.

Chief Justice Ghana

NB: This writ is to be served within twelve calendar months from the date of issue unless, it is renewed with six calendar months from the date of that renewal.

The defendant may appear hereto by filing a notice of appearance either personally or by lawyer at Form 5 at the Registry of the Court of issue of the writ at AKO ADJEI (MS) A defendant appearing personally may, if he desire, give notice of appearance by post.

*State name, Place of residence or business address of plaintiff in known (not P. O. Box number).
*State name, place of residence or business address of defendant (not P. O. Box number)

STATEMENT OF CLAIM

The Plaintiff's Claim is for:

- a. *An order by this Honourable Court directed at the Defendant to pay the Plaintiff an amount of Three Hundred and Ninety Thousand, Six Hundred and Eighty Cedis and Forty-Three Pesewas (GH¢390,658.43p) being Plaintiff's investment fund with the Defendant.*
- b. *Interest on the amount at a rate of 27% as agreed by the parties or at the prevailing interest rate from 30th November, 2018 till date of final payment.*
- c. *Cost as outlined under Order 74 of the Civil Procedure (High court) Rules.*
- d. *Any other relief(s) as this Honourable Court shall deem fit and proper in the circumstance(s).*

This Writ was issued by

NII KWEI AMASAH

Whose address for service is

H/NO. UNIT 1B 6TH CIRCLUAR ROAD
CANTONMENTS ACCRA

Agent for

PLAINTIFF

Lawyer for the plaintiff

NII KWEI AMASAH -GAR/22252/19, TIN P0007701454

Who resides at

ACCRA

Indorsement to be made within 3 days after service

This Writ was served by me at

On the defendant

On the

day of

Endorsed the

day of



[Signature]
GYANDOH ASMAH & CO.
LEGAL PRACTITIONERS
P.O. BOX KD 836, KANDA-ACCRA
Unit 1b Sixth Circular Road, Cantonments
TEL: +233200445500
e-mail: legal@gyandohasmah.com

Signed.....

Address.....

NOTE: If the plaintiff's claim is for liquidated demand only, further proceedings will be stayed if within the time limited for appearance the defendant pays the amount claimed to the plaintiff, his lawyer or his agent or into Court as provided for in Order 2 rule 3(2)

IN THE SUPERIOR COURT OF JUDICATURE
IN THE HIGH COURT OF JUSTICE
COMMERCIAL COURT
ACCRA - AD- 2019

Filed on 26-8-2019
2:48 am/pm
Registrar
COMMERCIAL DIVISION OF THE
HIGH COURT, ACCRA

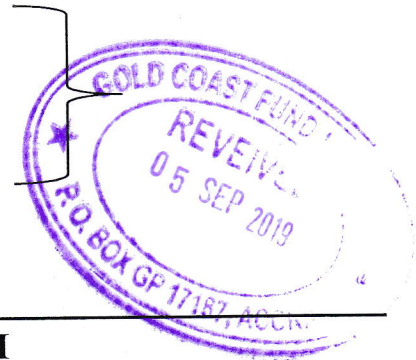
SUIT NO.

MAVIS AMANPENE – SEKYERE
H/NO. 1 INDIAN OCEAN STREET
SOUTH-LEGON
ACCRA

PLAINTIFF

VRS

GOLD COAST FUND MANAGEMENT LIMITED
H/NO.5 MOZAMBIQUE LINK
DEFENDANT
ADJACENT COCONUT GROVE REGENCY
OPPOSITE ROYAL NETHERLANDS EMBASSY
AKO ADJEI INTERCHANGE, ACCRA.

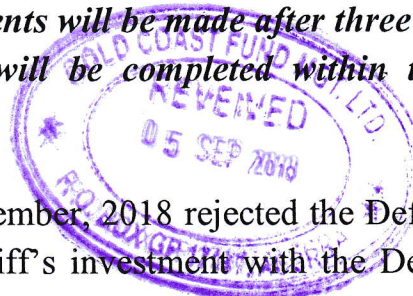


STATEMENT OF CLAIM

1. The Plaintiff is a citizen of the Republic of Ghana and an investor in the Defendant's fund management.
2. The Defendant is an investment-banking firm specialized in Fund Management, capital and money market and also regulated by the Securities and Exchange Commission (SEC) as well as the Bank of Ghana.
3. The Plaintiff on 30th November, 2017, invested an amount of Three Hundred Thousand and Twenty Ghana Cedis (GH¢300,020.00) at an interest rate of 27% per annum for one year.
4. The investment was reduced into writing and signed by the parties herein.
5. As part of the investment options, the Plaintiff made it clear to the Defendant that the Plaintiff's Principal should ONLY be rolled over on maturity until further notice.
6. Before the Plaintiff's investment with the Defendant almost got matured in October 2018, the Defendant without first consulting the Plaintiff wrote a letter to the Plaintiff

“about changes to our investment products and services, particularly the product known and commonly referred to as “Structured Finance (SF)”.

7. The Defendant added that “as at June 2018, the regulatory framework has been refined. Our regulator, the Securities and Exchange directed that all SF related products which guarantee returns on investments should no longer be offered by Fund Managers and such positions closed by 31st December, 2018. With this directives, and to ensure that you get good return on your investments, we are restructuring our investment to give you value for money”.
8. The Defendant unilaterally entered into a “Discretionary Fund Management Agreement” over a period of three years. This Agreement according to the Defendant will allow “us to ensure that we pay back in full and completely all invested funds over the period. Expected returns on investment for the period after 22nd October will be provided for in the Agreement”.
9. According to the Defendant’s letter, *“payout phase for the three-year will begin on March 1, 2019 and will continue on a quarterly basis from thereon until the three year period is exhausted and that the Plaintiff should kindly note that his arrangement does not suggest that payments will be made after three years in three years, instead, payment to all clients will be completed within the three-year period”.*
10. The Plaintiff by a letter sometime in November, 2018 rejected the Defendant’s letter and asked for a withdrawal of the Plaintiff’s investment with the Defendant and a refund of all investment funds.
11. The Plaintiff in accordance with the Securities Industry Act, (Act 929) wrote the Securities and Exchange Commission (SEC) and lodged a formal compliant to SEC, the regulators of the Defendant’s activities.
12. The Defendant as at 30 November 2018 owed the Plaintiff an amount of Three Hundred and Twenty Three Thousand Six Hundred and Nine Cedis and Fifty Three Pesewas (GH¢323,609.53) which the Defendant has failed, refused or neglected to pay despite persistent demands notwithstanding a Demand Notice to the Defendant from Plaintiff’s Solicitors.
13. The Defendant will not pay the Plaintiff the investment fund unless compelled by this Honourable Court to do so.

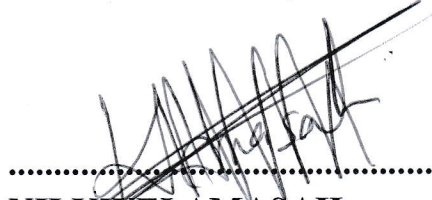


14. WHEREFORE the Plaintiff's claim against the Defendant for the following reliefs:

- a. *An order by this Honourable Court directed at the Defendant to pay the Plaintiff an amount of Three Hundred and Ninety Thousand, Six Hundred and Eighty Cedis and Forty-Three Pesewas (GH¢390,658.43p) being Plaintiff's investment fund with the Defendant.*
- b. *Interest on the amount at a rate of 27% as agreed by the parties or at the prevailing interest rate from 31st November, 2018 till date of final payment.*
- c. *Cost as outlined under Order 74 of the Civil Procedure (High court) Rules.*
- d. *Any other relief(s) as this Honourable Court shall deem fit and proper in the circumstance(s).*

DATED AT GYANDOH, ASMAH & CO, H/NO. UNIT 1B, 6TH CIRCULAR ROAD, CANTONMENTS, ACCRA, THIS 19TH DAY OF AUGUST, 2019.

GYANDOH ASMAH & CO.
LEGAL PRACTITIONERS
P. O. BOX KD 836, KANDA-ACCRA
Unit 1b Sixth Circular Road, Cantonments
TEL: +233200445500
e-mail: legal@gyandohasmah.com


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NII KWEI AMASAH
LAWYER FOR THE PLAINTIFF
GAR/22252/19

AND UPON SERVICE ON THE DEFENDANT'S SOLICITOR(S), H/NO. 5
MOZAMBIQUE LINK ADJACENT COCONUT GROVE REGENCY
OPPOSITE ROYAL NETHERLANDS EMBASSY AKO ADJEI
INTERCHANGE, ACCRA

